

LAKE COUNTY ARPA SENIOR CENTER GRANT AGREEMENT

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County", and Middletown Senior Center, hereinafter referred to as "Grantee", collectively referred to as the "parties".

1. **GRANT AWARD.** Subject to the terms and conditions set forth in this Agreement, County shall provide to Middletown Senior Center a one-time payment to Grantee to provide funding for purchase of the described project(s) or items indicated in the Grant Application attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A – Grant Application, Exhibit B – Scope of Services, Exhibit C – Fiscal Provisions, and Exhibit D – Compliance Provisions, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on May 23, 2023 and shall terminate on December 31, 2024, unless earlier terminated as hereinafter provided.

3. **GRANT FUNDS.** Grantee has been selected by County to receive a one-time payment to provide funding to remediate the impact of the COVID-19 pandemic in your community for the purposes described hereunder in Exhibit "A" (Grant Application), attached hereto. Award to Grantee shall not exceed Fifty Thousand Dollars and 00/100 Cents (\$50,000).

The County shall award Grantee for eligible expenses, in accordance with the provisions set forth in Exhibit "C" (Fiscal Provisions), attached hereto, provided that Grantee is not in default under any provisions of this agreement. Award to Grantee is contingent upon appropriation of federal, state and county funds.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 15 days written notice to Grantee.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

5. **MODIFICATION.** This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning eligible expenses which do not affect the award may be modified by mutual written consent of Grantee and County executed by County Administrative Officer.

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake
Administration
255 North Forbes Street
Lakeport, CA 95453
Attn: Susan Parker

Middletown Senior Center
P.O. Box 1037
Middletown, CA
95461
Attn: Lori Tourville

LAKE COUNTY ARPA SENIOR CENTER GRANT AGREEMENT

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:
- Exhibit A – Grant Application
 - Exhibit B – Scope of Services
 - Exhibit C – Fiscal Provisions
 - Exhibit D – Compliance Provisions
8. **TERMS AND CONDITIONS.** Grantee warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.
9. **INTEGRATION.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport, California on _____.

COUNTY OF LAKE

GRANTEE

Chair, Board of Supervisors

Lori Tourville

Lori Tourville (May 16, 2023 10:34 PDT)

Lori Tourville
Middletown Senior Center

ATTEST:
SUSAN PARKER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

By:  _____

LAKE COUNTY ARPA SENIOR CENTER GRANT AGREEMENT

EXHIBIT “A” – GRANT APPLICATION

Application Information – Must be Completed by All Applicants

Incorporated Entity Name: <u>Middletown Senior Citizens Inc.</u>	Tax ID: <u>94-2832316</u>
DBA: <u>Middletown Senior Center</u>	
Primary Contact & Title: <u>Lori Tourville Executive Director</u>	
Address: <u>21256 Washington Street</u>	City: <u>Middletown</u> Zip: <u>95461</u>
Phone: <u>(707) 987-3113</u>	Email: <u>msrc02@att.net</u>
Website/Facebook Page: <u>middletownseniorcenter.org / Middletown Senior Center</u>	
Have you had a contract with Lake County or other Agencies terminated in the past 12 months? If so, please explain: <u>No</u>	
Amount Requested: (up to \$50,000 per applicant) <u>\$50,000</u>	
Project Requested: (brief explanation) <u>Solar with a Battery energy storage system.</u>	


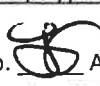

SUBMISSION

Please include the following completed items:

1. Application
2. W-9 Form

Submissions must be made on or before **Monday, April 03, 2023**, to LakeCountyPurchasingAgent@lakecountyca.gov. For additional information, please contact Stephen L Carter Jr at (707) 263-2580.

BY INITIALING BELOW, THE AUTHORIZED REPRESENTATIVE OF THE ENTITY AFFIRMATIVELY CERTIFIES IN GOOD FAITH AS FOLLOWS:

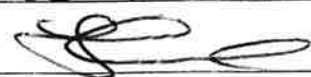
- a.  Organization is active and in good standing with the Secretary of State and Franchise Tax Board per website: <https://bizfileonline.sos.ca.gov/search/business>
- b.  All capital expenses submitted for reimbursement were unbudgeted and a direct result of financial losses due to the COVID-19 health emergency.
- c.  None of the capital expenses submitted have been previously submitted for reimbursement or funded through federal or state government funding.

ACKNOWLEDGEMENT AND REQUIRED ASSURANCES

By submitting this funding request, and by my signature on this document, I understand and agree that any contract resulting from this application will require compliance with the requirements of the contract, and with the statutes, regulations, requirements, and policies cited within.

Organization Name: Middletown Senior Center

Printed Name and Title: Lori Tourville Executive Director

Authorized Signature:  Date: 3/17/23

LAKE COUNTY ARPA SENIOR CENTER GRANT AGREEMENT

EXHIBIT “B” – SCOPE OF SERVICES

1. **CONTRACTOR RESPONSIBILITIES.** Grantee shall provide documentation of expenditures for projects identified in the grant application. Documentation shall be detail invoices and/or receipts for funds expended in the performance of the identified projects or expenditures which have been evaluated for compliance with ARPA guidelines no later than the termination date of this agreement. Grantee shall communicate with the County’s Administration department regarding the appropriateness of expenditures as needed.
2. **REPORTING REQUIREMENTS.** Grantee shall submit a Grant Close-Out Report in a format approved by County no later than December 31, 2024. Grant Close-Out Report will include a summarization how your award was used and how it helped to respond to the negative effects of the COVID-19 health emergency.
3. **RECORDS RETENTION.** Grantee shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Grantee shall retain the records until resolution of litigation or audit. After the retention period has expired, Grantee assures that confidential records shall be shredded and disposed of appropriately.
4. **COUNTY RESPONSIBILITIES.** County will provide support to Grantee throughout the term of this agreement in order to ensure that expenses incurred are compliant with ARPA guidelines.

LAKE COUNTY ARPA SENIOR CENTER GRANT AGREEMENT

EXHIBIT "C" – FISCAL PROVISIONS

1. **GRANTEE'S FINANCIAL RECORDS.** Grantee shall keep financial records for funds received hereunder, separate from any other funds administered by Grantee, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. **AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS**

2.1 Grantee warrants that it shall comply with all audit requirements established by County and will provide a copy of Grantee's Annual Independent Audit Report, if applicable.

2.2 County may conduct periodic audits of Grantee's financial records, notifying Grantee no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Grantee shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

2.3 Grantee shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

3. **EXPENDITURE OF FUNDS.**

3.1 Grantee warrants and represents that by accepting the Grant Funds at the time it submitted its' Grant Application, that it met the eligibility requirements of the program.

3.2 Grantee understands and agrees that the Grant Funds provided to the Grantee shall be used for only the eligible expenses identified in the Grant Application.

3.3 If at any time, it is determined that the Grantee did not meet the eligibility requirements or if Grant Funds were used for ineligible expenses, all or a part of the Grant Funding shall be immediately repaid to the County by Grantee.

LAKE COUNTY ARPA SENIOR CENTER GRANT AGREEMENT

EXHIBIT "D" – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Grantee shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Grantee's work under this Agreement.
2. **NON-DISCRIMINATION.** Grantee shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

3.1 The Grantee certifies to the best of its knowledge and belief, that it and its subgrantees:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Grantee shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by Grantee. Grantee shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. **INDEMNIFICATION AND HOLD HARMLESS.**

4.1 Grantee shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Grantee's operations hereunder or the performance of the work described

herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

Grantee's obligations under this Section shall survive the termination of the Agreement.

5. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 15 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

6. **ATTORNEY'S FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

7. **ASSIGNMENT.** Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Grantee from County under this Agreement may be assigned by Grantee to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

8. **PAYROLL TAXES AND DEDUCTIONS.** Grantee shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

9. **OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Grantee hereunder are the property of County.

10. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

11. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Grantee shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections

LAKE COUNTY ARPA SENIOR CENTER GRANT AGREEMENT

12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

12. **HIPAA COMPLIANCE.** Grantee will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

13. **SAFETY RESPONSIBILITIES.** Grantee will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Grantee agrees that in the performance of work under this Agreement, Grantee will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

14. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Grantee waives any right of removal it might have under California Code of Civil Procedure Section 394.

15. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

16. **PUBLIC RECORDS ACT.** Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.


Agree_ARPA_M'Town Sr Center

Final Audit Report


2023-05-16

Created:	2023-05-16
By:	Johanna DeLong (Johanna.DeLong@lakecountycalifornia.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7L98zQSGjd3KV3EN4hb5pcA543wm-96J


"Agree_ARPA_M'Town Sr Center" History

 Document created by Johanna DeLong (Johanna.DeLong@lakecountycalifornia.gov)

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 Document emailed to msrc02@att.net for signature

2023-05-16 - 5:01:13 PM GMT

 Email viewed by msrc02@att.net

2023-05-16 - 5:32:08 PM GMT- IP address: 69.209.8.191

 Signer msrc02@att.net entered name at signing as Lori Tourville

2023-05-16 - 5:34:31 PM GMT- IP address: 69.209.8.191

 Document e-signed by Lori Tourville (msrc02@att.net)

Signature Date: 2023-05-16 - 5:34:33 PM GMT - Time Source: server- IP address: 69.209.8.191

 Agreement completed.

2023-05-16 - 5:34:33 PM GMT